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11 **UNITED STATES DISTRICT COURT**

12 **DISTRICT OF NEVADA**

13 TEKEEYSHA KEYS, an individual;

14 Plaintiff,

15 vs.

16 TARGET CORPORATON, DOE
17 EMPLOYEES OF TARGET
18 CORPORATION; DOES 1-20 and ROE
19 BUSINESS ENTITIES 1-20, inclusive,

20 Defendants.

CASE NO.: 2:22-cv-01389-APG-DJA

STIPULATED PROTECTIVE ORDER

21 IT IS HEREBY STIPULATED AND AGREED, by the undersigned attorneys for the
22 respective parties, that with regard to material disclosed in the course of the above-captioned
23 lawsuit ("Lawsuit") which constitute or contain trade secrets or other confidential research,
24 development, or commercial information of the parties ("Confidential Material"), the following
25 procedures shall govern:

26 1. This Order is meant to encompass all forms of disclosure which may contain
27 Confidential Material, including any document, pleading, motion, exhibit, declaration, affidavit,
28 deposition transcript, inspection and all other tangible items (electronic media, photographs,
videocassettes, etc.).

2. The parties may designate any Confidential Material produced or filed in this
Lawsuit as confidential and subject to the terms of this Order by marking such materials

1 “Confidential.” If any material has multiple pages, this designation need only be placed on the
2 first page of such material. Any material designated as “Confidential” shall not be disclosed to
3 any person or entity, except to the parties, counsel for the respective parties, and expert witnesses
4 assisting counsel in this Lawsuit.

5 3. Any material designated as confidential pursuant to paragraph 2 above shall be used
6 solely for the purposes of this Lawsuit and for no other purpose.

7 4. Prior to disclosure of any Confidential Material, each person to whom disclosure is
8 to be made shall execute the back of this instant Protective Order, without need for a separate
9 written “Confidentiality Agreement”, consenting to be bound by the terms of this Order. The
10 parties, counsel for the respective parties (including legal assistants and other personnel) are
11 deemed to be bound by this Order and are not required to execute a Confidentiality Agreement.

12 5. Only counsel of record (any licensed attorney, not limited to individuals executing
13 the instant Protective Order) in this Lawsuit shall be permitted to disseminate Confidential
14 Material. Upon dissemination of any Confidential Material, each non-designating counsel of
15 record in this Lawsuit shall maintain a written record as to: (1) the identity of any person given
16 Confidential Material, and (2) the identity of the Confidential Material so disseminated (such as
17 by “Bates stamp” number). Such record shall be made available to the designating party upon
18 request.

19 6. If additional persons become parties to this Lawsuit, they shall not have access to
20 any Confidential Material until they execute and file with the Court their written agreement to be
21 bound by the terms of this Order.

22 7. In the event that any question is asked at a deposition that calls for the disclosure
23 of Confidential Material, the witness shall answer such question (unless otherwise instructed not
24 to do so on grounds of privilege). Deposition testimony may be designated as confidential
25 following the testimony having been given provided that: such testimony is identified and
26 designated on the record at the deposition. When Confidential Material is incorporated in a
27 deposition transcript, the party designating such information confidential shall make arrangements
28

1 with the court reporter not to disclose any information except in accordance with the terms of this
2 Order.

3 8. If a deponent refuses to execute a Confidentiality Agreement, disclosure of
4 Confidential Material during the deposition shall not constitute a waiver of confidentiality. Under
5 such circumstances, the witness shall sign the original deposition transcript in the presence of the
6 court reporter and no copy of the transcript or exhibits shall be given to the deponent.

7 9. If a party wishes to file any Confidential Material under seal, the party must comply
8 with the requirements of Local Rule IA 10-5 and the Ninth Circuit Court of Appeals' decision in
9 *Kamakan v. City and County of Honolulu*, 447 F.3d 1172 (9th Cir. 2006). If a non-designating
10 party is subpoenaed or ordered to produce Confidential Material by another court or administrative
11 agency, such party shall promptly notify the designating party of the pending subpoena or order
12 and shall not produce any Confidential Material until the designating party has had reasonable
13 time to object or otherwise take appropriate steps to protect such Confidential Material.

14 10. If a party believes that any Confidential Material does not contain confidential
15 information, it may contest the applicability of this Order to such information by notifying the
16 designating party's counsel in writing and identifying the information contested. The parties shall
17 have fifteen days after such notice to meet and confer and attempt to resolve the issue. If the
18 dispute is not resolved within such period, the party seeking the protection shall have thirty days
19 in which to make a motion for a protective order with respect to contested information. The party
20 asserting that the disputed information is confidential and subject to a Protective Order bears the
21 burden of meeting the compelling reasons standard by articulating compelling reasons supported
22 by specific factual findings that outweigh the general history of access and the public policies
23 favoring disclosure, such as the public interest in understanding the judicial process.

24 11. Information that is subject to a dispute as to whether it is properly designated shall
25 be treated as designated in accordance with the provisions of this Order until the Court issues a
26 ruling.

27 12. Inadvertent failure to designate any material "Confidential" shall not constitute a
28 waiver of an otherwise valid claim of confidentiality pursuant to this Order, so long as a claim of

1 confidentiality is asserted within fifteen days after discovery of the inadvertent failure. At such
2 time, arrangements shall be made by the parties to designate the material "Confidential" in
3 accordance with this Order.

4 13. This Order shall be without prejudice to the right of any party to oppose production
5 of any information or object to its admissibility into evidence.

6 14. When any counsel of record in this Lawsuit or any attorney who has executed a
7 Confidentiality Agreement becomes aware of any violation of this Order, or of facts constituting
8 good cause to believe that a violation of this Order may have occurred, such attorney shall report
9 that there may have been a violation of this Order to the Court and all counsel of record.

10 15. Within thirty days after the termination of this Lawsuit (whether by dismissal or
11 final judgment), all Confidential Material (including all copies) shall be returned to counsel for the
12 designating party. This requirement will have no effect on the exchange of settlement funds and/or
13 documents, if applicable.

14 After the termination of this Lawsuit, the provisions of this Order shall continue to be
15 binding and this Court shall retain jurisdiction over the parties and any other person who has access
16 to documents and information produced pursuant to this Order for the sole purpose of enforcement
17 of its provisions.

18 IT IS SO STIPULATED:

19 DATED this 27th day of April, 2023
20 HICKS & BRASIER, PLLC

DATED this 28th day of April, 2023
PERRY & WESTBROOK

21 /s/ Betsy C. Jefferis-Aguilar
22 Betsy C. Jefferis-Aguilar, Esq.
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Attorneys for Plaintiff

/s/ Alan Westbrook
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Attorneys for Defendant

25 IT IS SO ORDERED.

26 DATED this 1st day of May 2023.

27 

28 DANIEL J. ALBREGTS
UNITED STATES MAGISTRATE JUDGE